Yorkaire, Inc. *and* Sheet Metal Workers Local Union No. 19. Cases 4–CA–16100, 4–CA–16199, and 4–CA–16225

April 30, 1999

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS FOX AND HURTGEN

On November 30, 1989, the National Labor Relations Board issued an Order¹ requiring the Respondent, Yorkaire, Inc., inter alia, to make whole its sheetmetal workers for any loss of earnings suffered as a result of the Respondent's changing their terms and conditions of employment in violation of Section 8(a)(5) and (1). On December 6, 1990, the United States Court of Appeals for the Third Circuit enforced the Board's Order in full.²

On March 31, 1994, the Regional Director for Region 4 issued a compliance specification alleging liability for backpay to "unit employees" pursuant to the Board's Order. On May 4, 1994, the Respondent filed an answer which denied liability based on its contention that none of the individuals named in the specification were "unit employees," either because they were statutory supervisors or because they were temporary replacements for unfair labor practice strikers. Further, the Respondent's answer contended that, in any event, the Respondent "should not be responsible for more than seven years worth of interest." On August 31, 1994, the Regional Director issued an amended compliance specification that substituted "sheet metal workers," the term used by the Board in its enforced Order, for "unit employees." On September 26, 1994, the Respondent filed an amended answer denying liability only on the grounds previously asserted.

On June 5, 1997, counsel for the General Counsel, Charging Party Sheet Metal Workers Local Union No. 19, and Respondent Yorkaire, Inc., filed a motion to transfer the compliance proceeding to the Board. The parties agreed that the motion with its eight exhibits, including, inter alia, the administrative law judge's decision, the Board's decision, the enforcement order of the United States Court of Appeals for the Third Circuit, the compliance specification and its amendment and answers thereto, the stipulation of facts, and any specifically referenced portions of the record in the unfair labor practice proceeding appended to future documents, constituted the entire record in this case. The parties further agreed that no oral testimony was necessary or desired by any of the parties and that they waived a hearing before an administrative law judge, the making of findings of fact and conclusions of law, and the issuance of an administrative law judge's supplemental decision.

On July 24, 1997, the Board issued an order approving the stipulation and transferring the proceeding to the Board. The General Counsel and the Respondent subsequently filed briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On the entire record, the Board makes the following findings.

I. FACTS

This compliance proceeding follows the Board's 1989 findings that the Respondent violated Section 8(a)(5) and (1) by changing the terms and conditions of employment of its sheet metal workers and by withdrawing recognition from Sheet Metal Workers Local Union No. 19 as their bargaining representative. The Board also found that as a consequence of these changes some of the sheet metal workers engaged in an unfair labor practice strike, and replacements were hired. The court-enforced order, inter alia, requires the Respondent to make whole the sheet metal workers and various funds.

The Respondent does not contest the amended compliance specification data, backpay formula, and calculations. The specification, in appendices A through J, specifies the amounts the Respondent owes to sheet metal workers James Erisman, Gary Paules, James Huffman, Jesse Diehl, Thomas Grindell, Stephen Masek, William Smick, Jody Miller, Christopher Elser, and Robert Williams employed during the backpay period.³ The specification also specifies the total amounts the Respondent owes: \$25,957.57 backpay; \$7,137.17 Vacation Fund; \$13,499.24 Welfare Fund; \$12,791.42 Pension Fund; \$6,062.53 Annuity Fund; \$4,399.46 SASMI Fund; and \$1,349.55 Apprenticeship and Training Fund; plus interest accrued on all the above amounts to the date of payment.

II. ISSUES

There are two issues: (1) whether interest should be tolled because of the time spent in processing this case; and (2) whether replacements for unfair labor practice strikers are entitled to restitution.⁴

III. CONTENTIONS OF THE PARTIES

The Respondent's first contention is that the interest on the backpay and fringe benefit payments should be tolled due to Board delays in processing this case. The Respondent notes that both the dispute at issue⁵ and the

¹ 297 NLRB 401.

² NLRB v. Yorkaire, Inc., 922 F.2d 832.

 $^{^{\}rm 3}$ The amended compliance specification's Appendices A through J are reprinted here in Appendix I.

⁴ The Respondent no longer contends that individuals named in the specification are statutory supervisors. The specification lists the following replacements: Jesse Diehl, Thomas Grindell, Stephen Masek, William Smick, Jody Miller, Christopher Elser, and Robert Williams.

⁵ The Respondent unilaterally changed the terms and conditions of employment of its sheet metal workers on August 23, 1986.

issuance of the judge's decision⁶ occurred more than a decade ago. The Respondent also notes: the Board took in excess of 2 years to adopt the judge's recommended order; the Board's Regional Director did not issue the compliance specifications until more than 3 years after the Third Circuit issued its order enforcing the Board's Order;8 almost 3 more years elapsed before the parties executed the motion transferring this compliance proceeding to the Board.9 The Respondent asserts that the Board has engaged in unwarranted delays and therefore the Respondent should pay no interest on its remedial obligation. The Respondent also contends that the interest on the benefit payments "will not inure to the direct benefit of the adversely effected employees."¹⁰

The Respondent's second contention is that there should be no restitution for those sheet metal workers who are replacements for unfair labor practice strikers. To support this contention, the Respondent cites the freedom of employers to unilaterally set the terms and conditions of employment for replacements for economic strikers. 11 The Respondent therefore contends that it should also be free to unilaterally set the terms and conditions of employment for replacements for unfair labor practice strikers whose status, it argues, is merely "tem-

The General Counsel contends that interest is an element of compensation and not a penalty and that eliminating interest payments "would constitute a windfall to the wrongdoer at the expense of the wronged."¹² The General Counsel also argues that the Respondent has caused delays in the processing of this case by asserting "untimely and meritless arguments that are directly contrary to positions it previously asserted in this proceeding."

The General Counsel also contends that the Board's order to restore the status quo ante requires monetary payments to replacements for unfair labor practice strikers. First, the General Counsel asserts that the Respondent was on notice in earlier phases of this proceeding that a make-whole remedy was sought for strike replacements. The General Counsel points to the Respondent's concession at the hearing that the strike replacements performed bargaining unit work; 13 the General Counsel's request in her brief to the judge that strikereplacements be included in the remedial provisions; and the judge's extension of his remedy to "sheetmetal work-Second, the General Counsel relies on Board precedent which holds that replacements for unfair labor practice strikers are to be made whole for unlawful changes in employment conditions. Carpenter Sprinkler Corp., 238 NLRB 974, 976 (1978), enf. denied in relevant part 605 F.2d 60, 66–69 (2d Cir. 1978). Third, the General Counsel argues that making replacements whole is not a windfall but only payment at the lawful contractual rate.

IV. DISCUSSION

In regard to the Respondent's continuing liability to pay interest, it is well established that the cost of any delay is to be born by the wrongdoer, not by the wronged employees. In NLRB v. Rutter-Tex Mfg. Co., 396 U.S. 258 (1969), the Supreme Court held that "[w]ronged employees are at least as much injured by the Board's delay in collecting their backpay as is the wrongdoing employer,"15 and found that "the Board is not required to place the consequences of its own delay, even if inordinate, upon wronged employees to the benefit of wrongdoing employers."16 The Court ordered that the wrongdoing employer should bear the cost of delay.

The Rutter-Rex principle also applies to the interest payments on monetary remedies. See Mid-State Ready Mix, Inc., 316 NLRB 500 (1995), where the Board relied on Rutter-Rex and its progeny, 17 and also noted that "in-

petition seeking to remove Sheet Metal Workers Local Union No. 19 as representative. Jesse Diehl, Stephen Masek, and William Smick are signers. The General Counsel also refers to the Respondent's repeated assertion that it lawfully withdrew recognition from the Union based on this petition in its brief to the Board in support of its exceptions to the judge's decision. The General Counsel further refers to one of her own exhibits from the hearing which lists as replacements holding positions of "helper," "mechanic trainee," or "mechanic B": Jesse Diehl, Thomas Grindell, Stephen Masek, William Smick, Christopher Elser, and Robert Williams. The General Counsel notes that the Respondent prepared this exhibit pursuant to a subpoena and testified at the hearing that the positions listed were in the bargaining unit.

The General Counsel distinguishes the Second Circuit's decision in Carpenter Sprinkler, supra, on the grounds that the court found that: (1) the employer was given no notice concerning its liability for payments to replacements; and (2) Imperial Outdoor Advertising, supra, was dispositive. The General Counsel argues that the Respondent here had notice. Thus, as indicated above, the Respondent (1) conceded at the hearing that replacements performed bargaining unit work; (2) the General Counsel in the unfair labor practice phase of this proceeding specifically requested, and obtained, a make-whole remedy for strike replacements; and (3) the judge's order extended to all "sheetmetal workers," was adopted by the Board, and was enforced by the Third Circuit Court of Appeals. Finally, the General Counsel distinguishes Imperial Outdoor Advertising, supra, on the ground that there, unlike here, the collective-bargaining agreement had expired; see Hi-Grade Materials Co., 239 NLRB 947, 955 fn. 16 (1978), which distinguished Imperial on that basis.

⁶ Administrative Law Judge Thomas A. Ricci issued his decision on July 21, 1987.

The Board issued its Decision and Order on November 30, 1989.

⁸ The circuit court issued its order on December 6, 1990. The Regional Director issued the compliance specification on March 31, 1994, and the amended compliance specification on August 31, 1994.

The parties filed the motion on June 5, 1997.

¹⁰ The Respondent cites NLRB v. W. L. Miller Co., 871 F.2d 745 (8th Cir. 1989).

The Respondent relies on Imperial Outdoor Advertising, 192 NLRB 1248 (1971), enfd. 470 F.2d 484 (8th Cir. 1972).

¹² The General Counsel cites, inter alia, NLRB v. Rutter Rex Mfg.

Co., 396 U.S. 258, 264–265 (1969).

13 Specifically, the General Counsel refers to one of the Respondent's exhibits from the hearing before the judge. This exhibit is a

Rutter-Rex, supra at 264.

¹⁶ Id. at 265 (citations omitted).

¹⁷ Carrothers Construction Co., 274 NLRB 762 (1985); Smyth Mfg. Co., 277 NLRB 680 (1985).

terest is not a penalty, but is the method of reimbursing victims for the time value of the money that they lost and that the employer had." ¹⁸

Accordingly, we conclude that delay is no basis to deny remedial interest to the wronged employees.

The Respondent also argues that it should not be required to pay interest to benefit funds because it will not inure to the direct benefit of the adversely affected employees. However, the Board's order, enforced in full by the Third Circuit, requires interest on such payments. Accordingly, we find that this is an attempt to relitigate an issue that has been finally resolved against the Respondent.

Moreover, funds established by a collective-bargaining agreement, such as those included in the remedy here, are an integral part of a make-whole remedy. The Board has consistently found that "employees have, in addition to a stake in receiving benefits negotiated on their behalf by their chosen representatives, a clear economic stake in the viability of funds to which part of their compensation is remitted." Thus, interest on the benefit payments is designed to guarantee that contractually established funds are as financially viable as they would have been absent the Respondent's wrongdoing. Thus, contrary to the Respondent, these payments inure to the direct benefit of the wronged employees.

Accordingly, we find no merit to the Respondent's contention that the interest on the backpay and fringe benefit payments should be tolled due to delay in the administrative process.²⁰ We find that the Respondent

¹⁸ The Board cited *NLRB v. International Measurement & Control Co.*, 978 F.2d 334, 337 (7th Cir. 1992). See also *Unitog Rental Services*, 318 NLRB 880 (1995).

must make the payments detailed in the specification including interest accrued on all the amounts to the date of payment.

We also conclude that the strike replacements are entitled to a remedy. As to this remedial issue, the Respondent acknowledges the similarities between this case and Carpenter Sprinkler Corp., supra, in which the Board held that, when unlawful unilateral changes in unit employees' wages and benefits preceded, and were the precipitating cause of, a strike, the remedy for the unlawful changes properly covered both the striking employees and their temporary replacements, who were paid at the unlawfully implemented wage and benefit rate. 238 NLRB at 976. The Respondent nevertheless argues for the first time in its exceptions to the compliance specification that Carpenter Sprinklers was wrongly decided and that the striker replacements should not, as a matter of law, be entitled to a remedy. We reject this belated contention for the following reason. In the underlying case, the General Counsel sought a remedy for "sheet metal workers," specifically including those sheet metal workers who were replacements for unfair labor practice striker. (The General Counsel avoided the term "unit employees," as that term could be construed to exclude replacements for unfair labor practice strikers.) agreement with the General Counsel, the judge awarded the remedy to "sheet metal workers." The Board agreed, and the court enforced the order. The Respondent did not argue to the Board that this remedial order was erroneous in this respect, i.e., that replacements for unfair labor practice strikers should not share in the 8(a)(5) remedy because they are not unit employees, and, because Respondent did not do so, it was not free to raise the issue before the circuit court.²¹ Moreover, even if Respondent had raised these issues, the order is now res judicata. In these circumstances, Respondent cannot belatedly make the contention now.²²

ORDER

The National Labor Relations Board orders that the Respondent, Yorkaire, Inc., York, Pennsylvania, its officers, agents, successors, and assigns, shall make whole the individuals named below in Appendix I, by paying them the amounts following their names, with interest to be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), minus tax withholdings required by Federal and state laws. The

¹⁹ Grondorf, Field, Black & Co., 318 NLRB 996, 997 (1995) (citations omitted), enfd. in pertinent part 107 F.3d 882 (D.C. Cir. 1997). The court specifically endorsed the Board's holding in this respect. However, the court remanded the issue so that the employer might show employees received benefits from employer-sponsored plans and that their value should be deducted from what the employer owed the union plans. Here, the Respondent makes no such claim.

²⁰ The Respondent's reliance on NLRB v. W. L. Miller Co., supra, is misplaced. First, that was not a backpay proceeding. Second, in that case, the Board's Deklewa rule was at issue. See John J. Deklewa & Sons, 282 NLRB 184 (1987), enfd. sub nom. Iron Workers Local 3 v. NLRB, 843 F.2d 770 (3d Cir. 1988). The administrative law judge found that an 8(f) agreement had converted to a 9(a) agreement. The Board, however, applied its new Deklewa rule and found that the 8(f) agreement was enforceable during its term but that there was no presumption of majority status afforded to the union following the expiration of the agreement. The Board ordered damages for breach of the agreement and restitution to the union fund along with interest on the amount due. On appeal, the United States Court of Appeals for the Eighth Circuit upheld the Board's Deklewa rule and its retroactive application. However, the court found manifest injustice in the "Deklewa" delay in the administrative process. The court noted that the sole issue was payment to the union benefit fund, that none of the employees had been union members, and that the agreement had expired before the incidents giving rise to the proceeding had occurred and before Deklewa was litigated. The court therefore found that the employer should not have to pay interest on its restitution obligation for approximately the time the Board reevaluated the case in light of Deklewa.

The court assessed interest during the agreement's term and from the time the Board issued its decision, waiving the intervening period. In all other respects, the restitution remedy was enforced. Thus, *Miller* concerns the peculiarities of *Deklewa's* change in precedent and retroactive application. It does not deviate from the *Rutter-Rex* rule that delay may not benefit the wrongdoer at the expense of wronged employees.

²¹ See Sec. 10(e) of the Act.

²² Member Hurtgen believes that the Second Circuit's reversal of the Board's decision in *Carpenter Sprinkler* is correct. However, he agrees with his colleagues that the Respondent has belatedly raised this point.

Respondent shall also remit to the trust funds the contributions which the Respondent failed to make as indicated in Appendix I, plus additional amounts, if any, as prescribed in *Merryweather Optical Co.*, 240 NLRB 1213 (1979).²³ Total amounts due and payable are as follows:

	Net Backpay	Medical Expense
James Erisman	\$ 3,353.81	\$61.50
Gary Paules	2,409.27	536.55
James Huffman	2,498.87	
Jesse Diehl	1,330.80	402.53
Thomas Grindell	3,683.14	356.91
Stephen Masek	4,136.10	356.91
William Smick	4,491.13	
Jody Miller	32.00	
Christopher Elser	1,531.44	
Robert Williams	662.70	<u>113.92</u>
Total Backpay	\$25,957.57	
Total Medical Ex	penses	\$1,828.32

²³ To the extent that an employee has made personal contributions to funds that are accepted by the funds in lieu of the employer's delinquent contributions during the period of the delinquency, the respondent will reimburse the employee for amounts paid, with interest, but the amount of such reimbursement will constitute a setoff to the amount that the respondent otherwise owes the funds. *See Donovan & Associates*, 316 NLRB 169, 170 (1995).

Contributions Owed

Vacation Fund	\$ 7,137.17
Welfare Fund	13,499.24
Pension Fund	12,791.42
Annuity Fund	6,062.53
SASMI Fund	4,399.46
Appr. Trn. Fund	1,349.55
Total Contributions Owed	\$45,239.37
Total Amounts Due	\$73,025.26

APPENDIX I

	APPENDIX A JAMES ERISMAN Position: General Foreman											
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1-1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$1.02/hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses	
1986-3	\$17.73	204	33.5	8	270.25	\$4,791.53	\$275.66	\$4,515.88	\$3,582.25	\$ 933.63	\$.00	
1986-4	17.73	477	28	16	551	9,769.23	562.02	9,207.21	7,582.50	1,678.71	61.50	
1987-1	17.73	284	9	0	297.5	5,274.68	303.45	4,971.23	4,229.75	741.48	.00	
TOTALS:										\$3,353.81	\$61.50	
			***			0.107.57						
Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.67/hr)	Appr. Trn Fund (\$.23/hr)					
1986-3	270.25	\$275.66	\$451.32	\$ 589.15	\$202.69	\$181.07	\$62.16					
1986-4	551	562.02	920.17	1,201.18	413.25	369.17	126.73					
1987-1	297.5	303.45	496.83	648.55	223.13	199.33	68.43					
TOTALS:		\$1,141.13	\$1,868.31	\$2,438.88	\$839.06	\$749.56	\$257.31					

						APPENDIX	В					
	GARY PAULES											
	Position: Foreman											
Backpay Hrs. Hrs. Hrs. Adjusted Gross Vacation Wages Wked Wked Hrs. Backpay Wages Pear/Qtr. Rate (Regular) (1- (2X) Wked Wked Wages (1/2X) Wked Wages Wages (S1.02/hr.) Vac. Ded. Wages Wages Expenses												
1986-3	\$16.83	151.5	21	8	199	\$3,349.17	\$202.98	\$3,146.19	\$2,578.50	\$567.69	\$59.88	
1986-4	1986-4 16.83 479.5 21.75 7 526.125 8,854.68 536.65 8,318.04 7,058.80 1,259.24 279.44											
1987-1	16.83	282.5	7	0	293	4,931.19	298.86	4,632.33	4,049.99	582.34	197.23	

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.64/hr)	Appr. Trn Fund (\$.23/hr)
1986-3	199	\$202.98	\$332.33	\$433.82	\$149.25	\$127.36	\$45.77
1986-4	526.125	536.65	878.63	1,146.95	394.59	336.72	121.01
1987-1	293	298.86	489.31	638.74	219.75	187.52	67.39
TOTALS:		\$1,038.49	\$1,700.27	\$2,219.51	\$763.59	\$651.60	\$257.31

	APPENDIX C JAMES HUFFMAN Position: Foreman											
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1-1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$1.02/hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses	
1986-3	\$16.83	192	21	8	239.5	\$4,030.79	\$244.29	\$3,786.50	\$3,069.56	\$716.94	\$.00	
1986-4	\$16.83	498	23.5	23	579.25	9,748.78	590.84	9,157.94	7,769.24	1,388.70	.00	
1987-1	\$16.83	183.5	15.5	0	206.75	3,479.60	210.89	3,268.72	2,875.49	393.23	.00	
TOTALS:										\$2,498.87	\$.00	
	•						•	•			•	
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Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.64/hr)	Appr. Trn Fund (\$.23/hr)
	239.5	\$244.29	\$399.97	\$522.11	\$179.63	\$153.28	(\$.23/hr) \$55.09
6-3 6-4	579.25	590.84	967.35	1,262.77	434.44	370.72	133.23
987-1	206.75	210.89	345.27	450.72	156.06	132.32	47.55
TOTALS:		\$1,046.01	\$1,712.59	\$2,235.59	\$769.13	\$749.56	\$235.87

						NDIX D						
	JESSE DIEHL Position: Limited Apprentice											
Year/Qtr.	Backpay Hrs. Hrs. Hrs. Adjusted Gross Vacation Wages Net Wage Wked Wked Hrs. Backpay Deduction Less Actual Backpay									Medical Expenses		
1986-3	\$7.87	144	26	0	183	\$1,440.21	\$95.16	\$1,345.05	\$1,074.00	\$271.05	\$.00	
1986-4	7.87	464	17	22	533.5	4,198.65	277.42	3,193.50	3,193.50	727.73	205.30	
1987-1	7.87	281.5	0	0	281.5	2,215.41	146.38	2,069.03	1,737.00	332.03	197.23	
TOTALS:										\$1,330.80	\$402.53	

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$.52/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (none)	Annuity Fund (\$.50/hr)	SASMI Fund (\$.30/hr)	Appr. Trn Fund (none)
1986-3	183	\$95.16	\$305.61		\$137.25	\$54.90	
1986-4	533.5	277.42	890.95		400.13	160.05	
1987-1	281.5	146.38	470.11		211.13	84.45	
TOTALS:		\$518.96	\$1,666.66		\$839.06	\$749.56	

	APPENDIX E THOMAS GRINDELL											
	Position: Journeyman											
										Medical Expenses		
1986-3	\$16.23	80	8	.5	93	\$1,509.39	\$94.86	\$1,414.53	\$1,020.25	\$394.28	\$.00	
1986-4	16.23	501.75	16.5	8	542.5	8,804.78	553.35	8,251.43	5,923.50	2,327.93	159.68	
1987-1	16.23	244.5	2	.5	248.5	4,033.16	253.47	3,779.69	2,818.75	960.94	197.23	
										\$3,683.14	\$356.91	

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.62/hr)	Appr. Trn Fund (\$.23/hr)
1986-3	93	\$94.86	\$155.31	\$202.74	\$69.75	\$57.66	\$21.39
1986-4	542.5	553.35	905.98	1,182.65	406.88	336.35	124.78
1987-1	248.5	253.47	415.00	541.73	186.38	154.07	57.16
TOTALS:		\$901.68	\$1,476.28	\$1,927.12	\$839.06	\$749.56	\$203.32

	APPENDIX F STEPHEN MASEK Position: Journeyman												
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1-1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$1.02/Hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses		
1986-3	\$16.23	96	9	0	109.5	\$1,777.19	\$111.69	\$1,665.50	\$1,095.00	\$570.50	\$.00		
1986-4	16.23	470	4.5	10.5	497.75	8,078.48	507.71	7,570.78	5,158.62	2,412.16	159.68		
1987-1	16.23	279.5	0	0	279.5	4,536.29	285.09	4,251.20	3,097.75	1,153.45	197.23		
TOTALS:										\$4,136.10	\$356.91		
	•												
Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.62/hr)	Appr. Trn Fund (\$.23/hr)						
1986-3	109.5	\$111.69	\$182.87	\$238.71	\$82.13	\$67.89	\$25.19						
1986-4	497.75	507.71	831.24	1,085.10	373.31	308.61	114.48						
1987-1	279.5	285.09	466.77	609.31	209.63	173.29	64.29						
TOTALS:		\$904.49	\$1,480.87	\$1,933.12	\$665.06	\$549.79	\$203.95						

					APPENDI WILLIAM S osition: Jour	MICK					
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1-1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$1.02/Hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses
1986-3	\$16.23	72	6	0	81	\$1,314.63	\$82.62	\$1,232.01	\$810.00	\$422.01	\$.00
1986-4	16.23	504	18.5	11	553.75	8,987.36	564.83	8,422.54	5,697.00	2,725.54	.00
1987-1	16.23	281	12.5	0	299.75	4,864.94	305.75	4,559.20	3,215.62	1,343.58	.00
TOTALS:										\$3,353.81	\$.00

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$1.02/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (\$2.18/hr)	Annuity Fund (\$.75/hr)	SASMI Fund (\$.62/hr)	Appr. Trn Fund (\$.23/hr)
1986-3	81	\$82.62	\$135.27	\$176.58	\$60.75	\$50.22	\$18.63
1986-4	553.75	564.83	924.76	1,207.18	415.31	343.33	127.36
1987-1	299.75	305.75	500.58	653.46	224.81	185.85	68.94
TOTALS:		\$953.19	\$1,560.62	\$2,037.21	\$700.88	\$579.39	\$214.94

				P	APPEN JODY M osition: Limi	IILLER	e				
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1- 1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$.52/Hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses
1986-3	\$7.87	16	0	0	16	\$125.92	\$8.32	\$117.60	\$85.60	\$32.00	\$.00
1986-4	7.87				0	.00	.00	.00		.00	
1987-1	7.87				0	.00	.00	.00		.00	
TOTALS:										\$32.00	\$.00

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$.52/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (none)	Annuity Fund (\$.50/hr)	SASMI Fund (\$.30/hr)	Appr. Trn Fund (none)
1986-3	16	\$8.32	\$26.72		\$12.00	\$4.80	
1986-4	0	.00	.00		.00	.00	
1987-1	0	.00	.00		.00	.00	
TOTALS:		\$8.32	\$26.72		\$12.00	\$4.80	

					CHRIST	PENDIX I OPHER ELS					
	1	1			Position: I	imited Appro	entice	1	1		
Year/Qtr.											Medical Expenses
1986-3	\$7.87				0	\$.00	\$.00	\$.00	0	\$.00	
1986-4	7.87	471	8.5	10	503.75	3,964.51	261.95	,702.56	\$2,688.36	1,014.21	\$.00
1987-1	7.87	268	4	1	276	2,172.12	143.52	2,028.60	1,511.37	517.24	.00
TOTALS :										\$1,531.44	\$.00

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$.52/hr)	Welfare Fund (\$1.67/h r)	Pension Fund (none	Annuity Fund (\$.50/hr)	SASMI Fund (\$.30/hr	Appr. Trn Fund (none)
1986-3	0	\$.00	\$.00		\$.00	\$.00	
1986-4	503.75	261.95	841.26		377.81	151.13	
1987-1	276	143.52	460.92		207.00	82.80	
TOTALS:		\$405.47	\$1,302.1 8		\$584.81	\$233.93	

APPENDIX J ROBERT WILLIAMS Position: Limited Apprenti

					Position: L	ımıted Apprei	itice				
Year/Qtr.	Backpay Wage Rate	Hrs. Wked (Regular)	Hrs. Wked (1- 1/2X)	Hrs. Wked (2X)	Adjusted Hrs. Wked	Gross Backpay Wages	Vacation Deduction (\$.52/Hr.)	Backpay Wages Less Vac. Ded.	Actual Wages	Net Backpay Wages	Medical Expenses
1986-3	\$7.87				0	\$.00	\$.00	\$.00		\$.00	
1986-4	7.87	337.5	17	13.5	390	3,069.30	202.80	2,866.50	\$2,247.00	619.50	\$.00
1987-1	7.87	32	0	0	32	251.84	16.64	235.20	192.00	43.20	113.92
TOTALS:										\$662.70	\$113.92

Year/Qtr.	Adjusted Hrs. Wked	Vacation Fund (\$.52/hr)	Welfare Fund (\$1.67/hr)	Pension Fund (none)	Annuity Fund (\$.50/hr)	SASMI Fund (\$.30/hr)	Appr. Trn Fund (none)
1986-3	0	\$.00	\$.00		\$.00	\$.00	,
1986-4	390	202.80	651.30		292.50	117.00	
1987-1	32	16.64	53.44		24.00	9.60	
TOTALS:		\$219.44	\$704.74		\$316.50	\$126.60	